

Sworn Statement of Sarah Dorismar - August 27, 2022

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1 So he's like you're setting us up to fail
2 in the long run because you're telling me I have to
3 give all of my resources and my crews for roof, but
4 then you're just giving me a bigger and bigger and
5 bigger and bigger backlog of my electrical because your
6 focus is on glass on the roof because that's when the
7 money comes in.

8 So if you look at it, if I'm installing 40
9 a week on roof but can only do 20 a week on electrical,
10 that's 20 every single week. And after four or five
11 weeks, how many is that that you can't even get to.
12 Right? So, one, that slows us -- that takes us away
13 from more time out of our 120 days. Two, it's creating
14 very mad customers because they're like, well, they
15 came out three days after we bought it and installed
16 the panels, but I haven't heard anything for three
17 weeks to get my system finished installed. So I'd say
18 you've heard a lot of things like that. Right?

19 So -- and it was just blatantly obvious
20 that they only -- I don't want to say "they" -- Craig
21 mainly only cared about the milestones and the
22 departments that affected the money. Sales affected
23 the money. We have to sell. We have to make sure that
24 we're getting our numbers. The finance department was
25 affecting the money. My other department admin was

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1 affecting the money because if it slowed down in my
2 department, it couldn't get to install. Right? So

3 that was the affecting the money. So he was hot in all
4 three of these departments, but it was like they could
5 care less -- once it got glass on the roof, they could
6 care less about everything else until --

7 Q. What I was trying to figure out is what
8 did they do then? So, like, you're saying Mosaic
9 wouldn't take the pictures without the picture of
10 the inverter. Did Mosaic just start letting some of
11 those pictures go through? How did you process
12 those?

13 A. So the lovely thing about Mosaic is if
14 you have a really good customer and they bring you a
15 lot of business, they will change their -- they will
16 change their requirements depending on the tier that
17 you're in. So shortly after we split, we -- because
18 we were giving them so much business, it went from
19 uploading a picture to just clicking a button that
20 says we're done. So all we had to do was say on the
21 portal project complete and they didn't have to
22 verify through a picture or anything, because we had
23 reached a milestone of how much money and business
24 we were bringing them.

25 So after I had the conversation with Sarah

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1 Kirkland, when I said I would not be uploading
2 pictures, that was just -- I mean, I can't upload
3 pictures that I don't have pictures for. So we either
4 need to change it to waiting until everything is
5 complete to put up the pictures because that's
6 ethically what is required of us. Then I'm not going
7 to do that. Right?

8 Probably not even a week later, Mosaic --
9 they must have been in conversations with Mosaic to say
10 we have been a loyal customer to you. We've brought
11 over X million dollars a month revenue for you and this
12 that and the third. They had very long back-and-forth
13 meetings with Mosaic where they approved it.

14 Because we had heard that that is one of
15 their tiers is to where you just push the button to say
16 project complete. So -- and because when I was on the
17 phone with one of the associates with Mosaic and I
18 asked them what they considered project complete -- I
19 said, "Do you consider project complete to be glass on
20 the roof?" And that person said yes. So when we went
21 to moving to just clicking the button that said
22 "project complete," it was glass on roof and off to the
23 races they went. It's just became worse and worse and
24 worse after that.

25 MR. KEEN: It didn't matter if the

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1 system worked or not or if it was operational --

2 THE WITNESS: Yeah.

3 MR. KEEN: -- Mosaic was paying Titan
4 and once Titan got paid, they were on to the next
5 customer?

6 THE WITNESS: Well, I wouldn't say
7 they were on to the next customer, but they were on to
8 the next -- they were on to the next panel install.
9 But I say -- there's a department that handles
10 inspections. Right? Pulling the permits and notifying
11 the inspector and all of that. But they didn't have
12 structure in that department, and they were getting so
13 far behind in this distance between the glass on the
14 roof and when the electrical aspects of the system were
15 being installed, that, one, they were creating a huge
16 backlog there.

17 And then when it finally got to the
18 inspection crew or team or the permitting team, like,
19 those customers were already furious, because they had
20 already had their glass on the roof done. Which a lot
21 of times if we can flip them really fast they can get
22 out there within four or five days of when they
23 purchased, and then sat there for weeks, if not months
24 before their electrical portion was ever installed.
25 Sometimes if they lucked out to where they got through

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1 pretty quickly, but most of the time -- the majority of
2 the time there was a huge gap.

3 And then -- so they were already mad
4 about the gap, and then it got onto the desk of the
5 permitting admins where they already had a backlog of
6 40, 50, or a 100 deep and then they're getting their
7 new ones on there, that they are dealing with these
8 customers that are yelling and screaming that they've
9 been dealing with for weeks now, and now they're
10 getting customers that are mad because they've already
11 been delayed with the previous department.

12 So it was like I wouldn't have worked
13 in that department if you paid me a million dollars
14 just because of all the problems and drama that they
15 had to deal with. But the customers were rightly
16 upset, you know, but like they were hanging on -- they
17 are hanging on by a thread. Right? So they're just
18 reassuring them that they're working as best as they
19 can to get those done.

20 But they weren't given enough
21 training. They were growing so fast as a company that
22 they weren't taking any of those things into
23 consideration even though several managers were
24 expressing to them the importance of getting those
25 processes in place to where as you grow -- like, we

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1 were in Tennessee and Kentucky when I first started.
2 Right? There was a backlog in Kentucky when I started
3 due to the processes that they had in place that
4 just -- there just wasn't good processes in place for
5 that whole side of things.

6 So grow and grow and grow and never
7 change the process, never finalize, never fine tweak
8 things, grow and grow and grow, build a backlog, a
9 backlog, a backlog, frustrated customer after
10 frustrated customer, and then let's go to Georgia.
11 Sounds great. Right? And then let's go to Alabama.
12 Wonderful.

13 It's like -- I kept saying we have to
14 get this organized. We have to make this better, and
15 it was stay in your lane, Sarah. Stay in your lane,
16 Sarah. It was like you obviously see -- and I'm not
17 tooting my own horn, but you obviously see that I took
18 a department that wasn't even a department and I
19 created policies and procedures to where we can get
20 them in and get them out in less than three days. Even
21 though I don't agree we should do that because -- I
22 even had -- I even had it mapped out for them to say
23 when we start it, if the purchase was here, we would
24 process it on this day. If the purchase was here, we
25 process it on this date.

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1 So just for those three days would be
2 the only time that there wouldn't be cash flow coming
3 in from a sale, but after that we had that backlog of
4 the three days. We hit them and hit them and hit them.
5 That way, one, we don't have to have an admin come in
6 at 7:00 in the morning to get them done first thing,
7 because it's three days later and it -- you know, it
8 doesn't matter. Right?

9 But we literally had to hire --
10 everyone in the office worked eight to five except for
11 one girl. She came in at seven to four because we had
12 to get them in from the sales the day before Craig came
13 into the office. Ridiculous.

14 But, anyway, and then like Saturdays
15 and Sundays Samantha Blaine -- she had to work an hour
16 or two every Saturday or Sunday to put in the sales and
17 to put in the installs that happened over the weekend
18 because they were a seven-days-a-week crew. Right?
19 And -- and it's like he couldn't even wait for us to
20 come in Monday morning to do sales and installs from
21 the weekend. It had to be done every single day, and
22 it's just like really? Are you that -- I mean, I know
23 they weren't that off of money or bad with money -- I
24 mean, they could be. I don't know.

25 But it's like you couldn't wait until

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1 Monday morning for us to do the weekend installs? It's
2 like you're that strapped for cash? I don't think so.

3 You know, like, we were selling easily 200-, \$300,000
4 worth of systems every single day. Every single day.
5 So it's like you could take Saturday and Sunday off,
6 but no, no, no, no. She had to work -- she clocked
7 in -- sometimes I did it, but no. When I went salary,
8 I was like no, I'm not working on the weekends. Sorry.

9 So she would clock in at like 8:00,
10 9:00 on Sunday -- on Saturday and Sunday for a few
11 hours and then 8:00, 9:00 on those nights again to put
12 in the installations that happened over the weekend.
13 Ridiculous.

14 So -- but when we were moving forward
15 and, you know, growing and expanding, and I made the
16 comment that we need to split pre -- the pre-admin
17 stuff and the post admin stuff to -- we called -- I
18 think they ended up calling it interconnection and
19 utility admins and then permitting. Right?

20 So we were told to push them as fast
21 as we could through our process. So through finance
22 and through -- and through admin or utility admin to
23 get them to scheduling. Right? So what the process
24 was -- because we handled everything with the utility
25 companies. We got them cleared through finance on the

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1 finance. Right? And then we sent them on to admin.
2 We handled everything from the utility companies to the
3 HOAs. Right? And once we got those, we notified both
4 of them and got the approvals that were required, we
5 sent them on. Right? And we had our minimum of 40 a
6 week that we had to send.

7 So our process -- so because I
8 couldn't -- stay in your lane. Right? And I couldn't
9 go into the other departments to make sure they're
10 doing their job. We -- I put processes in place to
11 cover my department if something ever happened. Right?
12 So we were using -- they used Sales Force. So each --
13 when a sale happens and it's marked "sold," a project
14 is created and there's different chevrons across the
15 top of the screen in the platform. So it went to
16 finance approval and then it went to admin and then it
17 went to scheduling and then it went to permitting.
18 Right?

19 So the moment that it became a sale,
20 there were different tasks that were created that had
21 to be complete before you could move it to the next one
22 supposedly. Right? So finance had to upload documents
23 into the finance portal. We had to do the welcome call
24 with the customer to welcome them to Solar Titan family
25 and to just kind of go over this is what our process is

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1 in the finance department. We've been working with the
2 finance company. All the things. Right?

3 We did that, and then engineering was
4 created a task to make the engineering plans. Right?
5 So once we got -- and then finance approval. So we did
6 all of our things that we had to do. Engineering was
7 tasked to do the plans. And then once we got the final
8 go ahead from the finance company we cleared all the
9 tasks on our side and put any of the notes that we
10 needed to put in and even put the date that finance had
11 approved it in Sales Force under that customer.

12 And then we moved it to the next
13 chevron, which was admin, which was also my department.
14 So at that time the generated tasks were that we
15 contact the utility companies and contact the HOA, if
16 it was -- if they had one. And then once we had the
17 approval or we -- so some required approval and then
18 some just required us to submit everything to them.
19 Right? And then we had -- we had accounts for all of
20 the utility companies and like all of their different
21 requirements in Sales Force to where we would just go
22 there, see what they required, get their application,
23 fill it out, and submit it. Right?

24 So once we did all that, we had the
25 same things for our HOAs, but the moment -- the moment

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1 that we in admin received the file from finance, we
2 created a task for the permitting -- the permitting
3 department to pull the electrical permit and pull the
4 building permits because some -- some utilities --
5 sorry -- some cities and counties required building
6 permits and some didn't. So we always assigned them
7 both tasks and then they would look at the -- they
8 would look at the county or city and either mark off
9 that they didn't require a building or they knew that
10 they need to do it and they told both. Right?

11 So the issue that I found out was
12 happening was they were pushing, pushing, pushing,
13 pushing, pushing for us to send as fast as we could to
14 scheduling. And some days scheduling would get our
15 file and schedule it for the next day. Right? So it's
16 not my job to make sure scheduling is doing their job
17 thorough enough to make sure that the permits are
18 actually pulled. Right?

19 So I did my job. I did everything
20 that I'm supposed to do. My departments assigned tasks
21 to the other departments to do their job. Whether or
22 not they were doing that, I don't know. Right? I just
23 did what my departments were supposed to do.

24 Well, come to find out -- well, there
25 was one time when a customer -- we did it so fast --

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1 and this is another reason that I told them we need to
2 wait until after the third day before we ever touch

3 this file, because we got it, we processed it in both
4 finance and admin, and installed them on the third day.
5 On the third day. They were fully in -- well, the
6 glass on the roof. Right?

7 The customer called in the morning of
8 the fourth day and wanted to cancel. And I told the
9 manager of the scheduling department -- I said you have
10 to like -- I understand you're doing what you're told
11 because I'm doing what I'm told getting them out as
12 fast as possible and you're told to get them installed
13 as fast as possible. I said, this is the reason why we
14 should wait until after the third day anyway. Because
15 if that customer would have called yesterday evening
16 even after we installed them, we would have been
17 legally required to go and take this off their roof and
18 repair their roof and everything. I said, but because
19 they were after the third day, we have, you know, that
20 process that they go through if they are a refusal.

21 Luckily, we had someone in the sales
22 department there at that time and they talked to the
23 customer and they moved forward and everything is fine.
24 Right? But that's kind of crazy that it went that fast
25 and they were still within their time to rescind.

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1 Insane.

2 So I got to thinking, hum, if it went
3 by that fast, were the permits even pulled. Right? So
4 I thought if it's going by so fast because they're
5 wanting us to process it this fast and getting it
6 installed this fast, how many times -- and I know the
7 backlog and I know they are chaotic over there, are
8 they pulling -- are they pulling these permits before
9 they're installing? And I asked the manager of this
10 service -- of the scheduling department -- I said are
11 you required -- like, in your processes, are you
12 looking to see if those tasks that my department is
13 setting up for permitting are checked off and that
14 they're uploaded, like the permits are actually
15 uploaded into Sales Force before you're scheduled?

16 And she is like no. I said so you --
17 and then come to find out they were installing because
18 they want to get glass on the roof so fast because they
19 want to get that money that -- that they wanted to do
20 it so quickly that they weren't getting those permits
21 pulled and they were installing them, and then it was
22 coming back. And I don't know if Sarah was unaware, if
23 Craig was unaware, or if it was just they were told do
24 as fast as they could, and everyone just assumed that
25 the permits were getting pulled on time. I don't know,

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1 but they weren't getting pulled.

2 So I suggested we split and create

3 another chevron to where it goes from me -- my
4 department in admin to permitting and it sits in
5 permitting, so we still task them to do it when we get
6 it so there's no delay in when it happens. Right? But
7 then -- so like when we are finished with our process,
8 it gets to the permitting process to where they've
9 already pulled it and we have it and they just move it
10 on or there's things that's happened to where they
11 can't pull it yet due to licensing or due to issues
12 with that county or whatever reason it might be and
13 it's staying in their queue until they get it. Right?

14 And they didn't like that idea at
15 first and then they didn't -- they were fighting me on
16 it. They were like, well, it's just going to
17 bottleneck and it's just going to do this. I said
18 whether or not it bottlenecks, it still needs to be
19 pulled before we install it. So whether it sits in
20 scheduling's queue versus permitting's queue, it needs
21 to sit somewhere because we don't need to be installing
22 it before the permits are pulled. Right? And they're
23 like, well, yeah, that's true. I was like why have it
24 sit in the department that like -- it shouldn't sit in
25 scheduling because it shouldn't even be in scheduling

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1 until it can be scheduled. So they were like, okay,
2 yeah, that makes sense. Um, yeah.

3 So they created a new chevron, and,
4 again, that became that department and then -- so they
5 split permitting into -- permitting to where they
6 handle pulling the permits, and then it went to
7 scheduling and then it went to inspections. So that
8 department actually split again to where I mentioned
9 before splitting admin into pre-install and post
10 install. So that was split, and then they split the
11 permitting department into pre-install and post
12 install, because of how backlogged they were. So they
13 had some people working on pulling the permits and then
14 sending them off to being scheduled, and then they have
15 other admins working on once it's been scheduled --
16 once it's been installed -- fully installed start to
17 finish, both crews, they reach out to the inspector and
18 they pull -- they notify them, do the inspection, and
19 then deal with passes and fails and the sort. Right?

20 So they couldn't ever keep people in
21 that department because of how chaotic, as you can
22 imagine it was, and then they added in Georgia and then
23 they added in Alabama and that just created more and
24 more and more frustration and more frustrated customers
25 because of all the different requirements there.

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1 Sorry. I feel like I've talked my
2 head off. But yeah. There's -- I could say that a lot
3 of the complaints that the customers have given, a lot
4 of it can be said for how fast the company grew, one,
5 and how just the nature of the beast of the industry,
6 two, and new employees. It's a new industry, so the
7 training and things like that. A lot of turnover
8 because of frustrated employees because of the lack of
9 structure due to -- and, you know, at first I was
10 thinking, you know, it's just due to not having the
11 resources to do it or having the time to do it, but,
12 honestly, they could have set up the back end of
13 operations when it was small when several people were
14 suggesting it to happen, myself, D2. And even Russ got
15 fired, for goodness sake, because he saw the issues and
16 brought it up so many times.

17 So they were -- they were -- they knew
18 that there was issues, but they didn't find it a
19 priority to fix until they started getting millions of
20 dollars taken out of their account. And I don't want
21 to say it was ever too late, but when I -- like you've
22 already dug your hole of \$4 million deep and it's
23 kind of -- it's going to take a lot of time and a lot
24 of resources and a lot of structure to fix it.

25 And, again, I was told stay in your

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1 lane. That isn't my department. That isn't my -- you
2 know, that was Dale's area and that's his thing. He
3 did not like the fact that I had ideas of how he could
4 improve his department. He didn't like that at all.

5 So they -- Sarah would always tell me
6 about how they have this lined up and how they're going
7 to do this and that and how it's going to get better
8 and it's going to get better, and I clung onto that for
9 so long because I respected Sarah. I grew a lot --
10 like, I was invested in this company. Like, I started
11 and I was admin number three, and I grew -- I grew with
12 the company and got to a management position. So I was
13 invested two years. Right? So I saw a glimmer of
14 hope, and I clung to it. And it just exploded with
15 more horribleness on the back end. Right? I don't
16 know.

17 It's a lot because there's a lot of
18 good people that work there that really tried to do
19 their best for the customers and for the company, but a
20 lot of times their hands are tied on what they can do.
21 Like, I wanted to so bad change the policies to benefit
22 the company and the customer, but more -- I mean, even
23 more so the company because they're hemorrhaging money,
24 but they wouldn't let me do it. So it's like there's
25 people there that really care about both the company

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1 and the customers, but their hands are being tied and
2 they can't do it.

3 So, I mean, I don't know if that -- if
4 that's the information that you wanted or needed or if
5 you have any other questions or ...

6 BY MS. DANIELS-HILL:

7 Q. I was going to say I did have a couple
8 of follow-up. You mentioned quite a lot about Sarah
9 Kirkland, quite a lot about Craig Kelley. You
10 mentioned there was another owner. I think you said
11 his name was Michael, but you haven't really brought
12 him up since. Is Michael his legal name?

13 A. So Michael -- what is his last name?
14 Michael -- oh, shoot -- Atnip. Michael Atnip. No.
15 Yes. Anyway, he and Craig are -- I don't know if
16 they're married, but they're a couple. And so he
17 was never really in the office. Like, I saw him
18 more when -- sorry. I had another text message. I
19 apologize.

20 So I saw him more when we were smaller. He
21 would come into the office every once in a while, but
22 he -- he was more behind the scenes. He didn't really
23 do a whole lot day to day in the office. It was mostly
24 Craig and Sarah.

25 Q. When it grew, did Mr. Atnip just not

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1 come in at all?

2 A. He -- I saw him every once in a while,
3 but it was more so just picking up Craig to go to
4 lunch or something like that but never really in the
5 office to, like, see how we were doing or go over
6 any policies or, you know, questions about the job
7 or anything like that. It was more just to pick up
8 Craig.

9 Q. And then we have heard some things
10 about, like, the two of them building wealth, and
11 I'm not sure if you're knowledgeable about any of
12 that, but my understanding is that he purchased a
13 pretty expensive -- or they purchased a pretty
14 expensive home and they invited a bunch of employees
15 to some kind of summer barbecue. Did you actually
16 go to that at all?

17 A. I did not, no. I don't think that Craig
18 really liked me too much just because I was very
19 opinionated on things that I didn't feel like was
20 good practices. So -- but I did hear -- and, again,
21 rumor, gossip, you know. They had -- well, there
22 was two Teslas that other employees used. They each
23 had a Tesla, and I think they had, like, four or
24 five Teslas, and they're not cheap cars.

25 And then I heard that they bought two homes

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1 actually, a new home in Knoxville and then a vacation
2 home that were both over a million dollars cash that --

3 I was told that they bought them both cash, over a
4 million dollar homes.

5 MR. KEEN: Cash?

6 THE WITNESS: Cash.

7 MR. KEEN: Like no financing at all?

8 THE WITNESS: Cash. He told me -- he
9 even told me he never finances anything because of
10 interest charges. Like, why people finance things is
11 beyond him, but he doesn't do anything financing. So
12 "anywho." But us people in the real word have to
13 finance things.

14 But whether or not it's true -- I
15 mean, I know that they bought a house in -- they bought
16 a new house in Knoxville, and then I know that they
17 vacation a lot in Florida and that they have a house
18 down there. Whether or not they bought it cash and the
19 price of the house -- I was just told that they were
20 over a million dollars. So ...

21 MR. KEEN: Is that the house that's on
22 Cools Bend -- the 3144 Cools Bend?

23 THE WITNESS: No.

24 MR. KEEN: But the people in the
25 office were talking about it?

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1 THE WITNESS: Yes. Yeah. And Dale
2 did once mention to me that he has been to Craig's
3 house several times for barbecues. I guess just --
4 Dale didn't like me very much, and he made it obvious
5 he didn't like me very much. One of the reasons that I
6 quit is because he walked past my office and flipped me
7 off while I had someone in my office with me and just
8 laughed about it. And so -- and I knew that nothing
9 would ever happen, so I never went to HR about it.

10 And I even told Sarah K. -- I said
11 that's one of the reasons why I'm leaving is because I
12 feel like my departments are being held under a
13 microscope because they affect the money in the long
14 run, like finance and getting them to install. But
15 then Dale's departments that have the most issues and
16 the most problems, no structure whatsoever, constant
17 turnover.

18 And like I had -- I think I had
19 over -- I think I had 30 in my -- maybe 20 in finance,
20 30 in admin between the four states' accounts, like
21 projects, in my two departments where permitting and --
22 permitting had over 100 and then inspections had over
23 300 when I left. And it's like obviously there is
24 proof in the numbers that structure and policies work,
25 because my departments were flawless. Like, yes, we

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1 had things that snagged us along the route to not get
2 them pushed through as quickly as they would like.

3 But we had a process for everything.
4 And constantly being told stay in your lane, stay in
5 your lane, stay in your lane, when other departments
6 needed assistance and needed help to make the company
7 as a whole better and in the long run save more
8 money -- like, I don't -- I never -- and that's what I
9 told her. I said, I don't understand why as a company
10 you're not wanting to get better. And, like, there's
11 certain people that if you're in the in, they could do
12 whatever they wanted. Obviously flip off other
13 managers and not get in trouble for it and do whatever
14 they wanted, speak to people however they wanted to,
15 speak to customers, speak to employees however they
16 wanted, and come in when they wanted, leave when they
17 wanted, all of that if you're within the in group.
18 Right?

19 But -- so it's like I don't -- you can
20 see that this department -- these departments over here
21 need fixing, not only to make the customers happier,
22 but to make the company function better and to grow
23 better, because if you're that -- the saying of take
24 this pile and spread it around is exactly what they
25 were doing. Right? They didn't have the processes in

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1 place to even make our customers -- our processes for
2 Tennessee and Kentucky better and then they're wanting
3 to go into Georgia and Alabama, and they did. Right?

4 And so the front end was perfect. The
5 front end was fine. So he did mention to me that he
6 was invited several times to barbecues at Craig's
7 house, and I guess just to make it a point that I was
8 never invited. And I'm like it's not going to hurt my
9 feelings, friend, that you were invited and I wasn't.

10 BY MS. DANIELS-HILL:

11 Q. You brought up the refusals a few
12 time -- the refusals list, but I don't think you
13 described what that process looks like. What
14 happens with the people that are past three days
15 when they ask to cancel?

16 A. So I was told that they had one of three
17 options. They can refuse and continue to get a bill
18 from Mosaic and not have anything on their property.
19 They can pay 30 percent of their costs and get out
20 of the contract or they can move forward. Those are
21 their options.

22 Q. So for the people who refused to have it
23 installed, what -- how could they have a bill from
24 Mosaic because Mosaic wouldn't have paid anything to
25 Solar Titan?

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1 A. They paid the first installment, because
2 the first milestone was met.

3 Q. Right. But then the other half wouldn't
4 have been paid out because nothing was actually
5 installed. So what was the customer paying for,
6 just that initial month that was financed or like
7 the entire loan?

8 A. They would have paid for the entire
9 loan, but that's a Mosaic thing. That's not an us
10 thing -- I mean, that's not a them thing. So Mosaic
11 would continue to charge the customer monthly
12 because they had an open -- they had an open loan
13 because we weren't to tell Mosaic that they
14 canceled. We were to tell Mosaic that we were still
15 working with them to -- they had questions and we
16 were still working with them to move forward with
17 the project if they ever asked.

18 Q. What would they do -- because they would
19 never get the install pictures -- I guess the
20 button -- it changed to a button but the button
21 wasn't being pushed to say the install was done. So
22 let's say it's a \$70,000 sale. That might be a lot;
23 that might not be. And they -- and maybe they front
24 the amount of costs for installation to Solar Titan,
25 but then Solar Titan is not actually using that

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1 money for an installation. So, like, what is the
2 customer paying back for, I guess?

3 A. They have -- they are in a loan with
4 Mosaic. That's between them and Mosaic.

5 So -- but that was one of the things that I
6 brought up a lot, is what's happening to that money
7 because we have a whole drawer full of customers that
8 are refusals. And they told me that -- so Sunlight at
9 any time they contacted them to cancel, they let them
10 out of the contract, no matter what. That was
11 Sunlight.

12 We have had fully installed, fully operated
13 customers calling to cancel, and Sunlight took the
14 money back from us and they have -- they have a
15 functioning system that's working perfectly. That was
16 just Sunlight.

17 Mosaic on the other hand was three -- after
18 the three days they're in a legal binding contract and
19 they are in a loan. Right? So they -- and so I was
20 like what's going to happen -- like, did the sales reps
21 get paid part of their commission on this? Did --
22 like, what's happening with this money. Obviously, I
23 was never told that. But those were questions that
24 sales reps would come to me about. Like, when am I
25 going to get the last bit of this money? I'm like

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1 you're not. I don't know. Go talk to payroll. But,
2 like, we're not getting paid any further on this

3 because the customer is not moving forward. So I don't
4 know about your pay on this. But there has been money
5 given to the company for this loan. So, in my opinion,
6 you should get some sort of something. I don't know,
7 but that's between you -- that's between your manager
8 and that's between payroll. I have no idea how and
9 when you guys get paid.

10 And then when I was leaving -- so from my
11 understanding, Sarah Kirkland was under the impression
12 that they would just get billed and that they weren't
13 going to cancel it out. Well, towards the end of me --
14 of my tenure with them, I was getting a lot of
15 questions from Mosaic as to why these customers haven't
16 reached the second milestone yet. And so I'm like I
17 don't know what to tell them, and I would say that they
18 tried to cancel outside of their three days, and
19 they're currently not wanting to move forward with
20 their project, but we're working with them to answer
21 any questions that they might have and X, Y, and Z to
22 get them to move forward to install. And once they are
23 ready to move forward, we will notify you. And once
24 they're installed, we'll let them know. Right?

25 So that -- that answer sufficed for a long

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1 time, and then I remember the last call -- one of the
2 last calls that I had from Mosaic -- I can't remember
3 the customer exactly, but they -- it had gone over a
4 certain amount of time, and they were like, this
5 customer hasn't reached the milestone in a long time.
6 Like, can you tell me exactly what's happening? And at
7 that point I was like I'm not trying to hide anything.

8 You know, like, I just wanted to know
9 exactly the truth because, like, if they're going to be
10 paying this money for a system that they don't even
11 have and, like, this is the policies that I've been
12 given to uphold, like, why are we again holding on to
13 this money if Mosaic is truly going to let these people
14 out of their contract. So I asked them. I said so
15 I've always been told -- under the impression of you
16 hold the customers to the contract after the three
17 days. I've always been told those are called refusals,
18 and, like, we try to work with them to answer any
19 questions that they might have, and because a lot of
20 times, like, utility companies try scare -- I mean,
21 sadly that's something that we've come across where
22 utility companies try to scare customers into not
23 getting a system for whatever reason that they want to
24 do that. Right? So they might get cold feet because
25 of that or want them to back out because of that.

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1 So, like, we try to work with customers to
2 see exactly what their reason for why they wanted it to
3 now they don't, and sometimes that takes longer just
4 because the list of people.

5 And I said but if for some reason they
6 never want to ever move forward, like, what do we --
7 what happens on Mosaic's side? He was, like, if they
8 reach out to us and they say they're not moving
9 forward, then we cancel the loan. And I'm, like,
10 really? I was always under the impression that you
11 won't cancel the loan. And he said no. Well, first,
12 he said well, let me call someone and verify exactly
13 what we do, and so he called me back.

14 And he said that it would be completely
15 canceled if it never reaches milestone two after a
16 certain amount of time and the customer calls in to
17 say -- but if the customer -- I'm assuming if the
18 customer never calls in to say that they have canceled
19 and they're not moving forward, then it's just going to
20 be an open-ended loan. Right? Until it's paid off?

21 MR. KEEN: You are talking about
22 Mosaic?

23 THE WITNESS: Right. If they never
24 call Mosaic. Right. So Craig would say whenever they
25 get their first bill, they're going to call us and want

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1 us to move forward. So that in his -- in my mind is
2 his reasoning to, well, they're outside of their three
3 days, Mosaic isn't going to cancel their loan, and when
4 they get a bill or two and they don't have a system to
5 account for it, they'll call us back and we'll install
6 their system. And I'm like you're the boss man. So --

7 But after I had the conversation with
8 the person from Mosaic, if they called in and no matter
9 if it's a year after they purchased and we've been
10 holding them in the refusal pile and they tell Mosaic
11 they're never moving forward, Mosaic is going to -- I
12 think it was, like, after -- I don't know after how
13 many days, but Mosaic is going to inevitably cancel
14 their loan out. Right? Which is the ethical thing to
15 do.

16 BY MS. DANIELS-HILL:

17 Q. Well, yeah, because they haven't
18 actually lent any money at that point.

19 A. They did. They "lended" 60 percent of
20 the money to us. So at that point we have
21 60 percent of the money, but we're not doing
22 anything with it other than using it for other
23 projects or whatever, buying million dollar houses.
24 I don't know. Sorry. That was not okay to say.

25 But they -- we have 60 percent of their

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1 loan. So that, again, turns into another chance of
2 having the clawback happen a year down the road taken
3 out of the account that it should have never been used
4 in the first place. Right?

5 So, again, you get into the -- a year later
6 they finally tell Mosaic that they don't want it, and
7 then they have already -- so they take that 60 percent
8 back, but we've already purchased the system. Right?
9 So Solar Titan -- say it was \$60,000 that they gave us.
10 It was \$100,000 system. Right? We get 60 percent, so
11 \$60,000. We've purchased the equipment and everything
12 for the system. We have all the payroll for the
13 commission -- for part of the commission. Right? And
14 then payroll for the finance admins, for the utility
15 admins, paying the fees for the utility companies,
16 paying the fees for the permits, you know, all of that
17 stuff that happens pre-install.

18 So Solar Titan is out this money. Right?
19 And then they refuse. So I don't know how much money
20 they've spent at this point of that \$60,000 toward the
21 actual project, which they have -- they've spent the
22 money. And now they refuse and it sat there and it sat
23 there. So say they sent \$20,000 of it. So \$40,000 is
24 sitting there, but it's not sitting there. They're
25 using it. Right? Because of cash flow, whatever. I'm

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1 not the accountant. I don't know the books.

2 So a year later Mosaic is like, well, they
3 reached out to us, they're not doing anything, takes
4 \$60,000 back when they've already spent \$20,000 of it.
5 So that's why they don't -- that's another reason why I
6 always argued with them and stressed the importance of
7 you are having -- waiting for the third day, period,
8 because, one, you're not paying commission on the sale.
9 You're not paying anybody in finance to touch the file.
10 You're not paying anything for purchasing the
11 equipment. You're not paying any permitting fees. And
12 some of the utility fees are like \$1,400. Some are
13 like 35. I've seen anywhere as to nothing and I've
14 seen up to \$1,600 for utility paperwork, which is
15 insane.

16 And then you have to pull the permits and
17 pay for those "permittings." Right? So if you just
18 wait for three days, how much simpler will your life be
19 in the long run? But they never got it. They never
20 have decided to do that.

21 So I actually told Sarah K. what they said,
22 and she wasn't really shocked, but she wasn't not
23 shocked at the same time. So it kind of made me think
24 that she knew that it was inevitable that they were
25 going to pull it back.

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1 Because we knew that Sunlight -- like, that
2 was the process. Like, I was told to hold it until --

3 because Sunlight sent us an email 15 days before the
4 credit expired, and if you hadn't gotten to level
5 two -- milestone two before that time frame, then they
6 pulled the money back. Right? So if you were a
7 refusal and once we received that email at 15 days
8 before the credit expired, we were supposed to reach
9 out to Sunlight and let them know that the customer
10 canceled but not anytime before then.

11 So we knew that they would eventually
12 cancel out the loan no matter what, but they still
13 wanted us to hold it until we got that email from
14 Sunlight in I guess hopes that the customer would get
15 the bill -- one or two bills and be just like, you know
16 what, I'm paying for something I don't have, so just
17 come and put it on my roof. Right?

18 So that's the thing -- so then when I told
19 her that, she said that we will eventually have to do
20 the same thing with Mosaic, but obviously their time
21 frame is a lot longer. And that's when I just
22 reiterated the fact of we should hold the three days
23 anyway. But -- but even after holding for the three
24 days, that's a whole other different process because
25 they could end up canceling anyway and Sunlight quicker

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1 than Mosaic, but -- you know, that's kind of scary for
2 a business too because you've spent all this money and
3 then at any point they can cancel and there's nothing
4 as a business that they can truly do, and that doesn't
5 really seem fair either. So -- especially if they've
6 already been installed and operating. Like, I get it
7 if they haven't.

8 But that's -- I think that's one of the
9 reasons why one of the things they had said you could
10 pay 30 percent of the cost to get out of the contract
11 was due to the fact that we had already -- they had
12 already spent, you know, on commission and on payroll
13 and fees and processing and things like that, that they
14 had -- but I think there was only ever one person,
15 maybe two that actually ever paid that 30 percent to
16 get out of their contract. Everyone else just said no.

17 And some were actually able to be saved.
18 You know, they had a conversation with someone in sales
19 that just went over the benefits of solar and why they
20 wanted it in the first place, and they, you know, moved
21 forward with their project. But "anywho."

22 MR. KEEN: Who did the company bank
23 with?

24 THE WITNESS: I believe it was U.S.
25 Bank.

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1 MR. KEEN: Was there ever a time --
2 I'm sorry?

3 THE WITNESS: I think your video was
4 frozen. I'm sorry. I didn't hear that last question.

5 MR. KEEN: Was there ever a time when
6 the company was not able to make payroll?

7 THE WITNESS: There was one time that
8 they didn't do payroll on that day -- on payday, and
9 they say it was because of a holiday and because of the
10 holiday, it didn't get processed in time, but it was
11 like the next day everybody got paid. And I think
12 that -- so I do believe that was the only time.

13 So there was one other time too
14 that -- and, yeah, so I think the only time while I was
15 there -- it was like the next day or it was -- so where
16 people were -- there was one time where it was the next
17 day, and they blamed it on the holiday. And then there
18 was one time where it wasn't that morning, but the
19 funds got to our bank account later on that day or
20 something like that. I don't know. But it -- if it
21 was due to processing or ADP or whatever it might have
22 been that had the delay, but I don't think there was
23 ever a time that people didn't get paid on our side
24 anyway. I've heard -- again, gossip in the office,
25 that there were several times that sales reps didn't

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1 get paid commission that they were owed --

2 MR. KEEN: People on commission.

3 THE WITNESS: -- when they should have
4 been. Huh?

5 MR. KEEN: The people on commission
6 are the ones that were saying they weren't getting paid
7 timely?

8 THE WITNESS: Yeah. But that's -- I
9 mean, I heard that, and I know that's why several
10 people quit on the sales team was because they were --
11 I don't -- that was the thing, they never wanted
12 anybody -- other departments to talk or anybody like
13 that, but it happened. So frustrations that I was made
14 aware of was that they changed their pay structure a
15 lot without notice about, like, percentages of
16 commissions or, like, bonuses and different things they
17 were told they would get, but then they decided, no,
18 they would not get those anymore. Like, when they were
19 paid parts of their commission.

20 Like, I don't know exactly when all of
21 those were set up. So whether it be at the first
22 milestone and then at the next milestone, but I do know
23 that they were frustrated several times and several
24 people by the changes that were being made and then
25 there were times that payroll didn't even happen at all

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1 for the sales side.

2 MR. KEEN: Did you ever hear of any

3 employees getting hurt on the job like doing installs?

4 THE WITNESS: Oh, all the time, yeah.

5 MR. KEEN: Can you give some examples.

6 THE WITNESS: So there were times that
7 people fell off ladders. There were times that -- I
8 think there was one time a gentleman -- I don't think
9 he was electrocuted, but he -- I don't know. There was
10 like a flash of something in his face. I don't know.
11 But he was in a box that he shouldn't have been in, but
12 he was okay.

13 And then obviously -- I don't know --
14 I, again, very separate. They -- you know, it was once
15 we moved, Sarah, you handle pre-install and then I
16 handle everything else over here. So I don't really
17 have a lot, but I have heard of things, but I couldn't
18 really give you more than that.

19 MR. KEEN: Did you ever hear about an
20 employee being electrocuted in Georgia and dying?

21 THE WITNESS: No, no, huh-uh.

22 MR. KEEN: What about, like, damage to
23 customer's homes, any stories there?

24 THE WITNESS: I've heard and I've seen
25 some pictures of where they cut or drilled holes and

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1 they left them there, some of the things that they were
2 failed examinations on. There were times like tracking
3 mud in the yard or in the house or like tires messing
4 up grass and things, but nothing -- I mean, other than
5 like they cut -- they had to cut a hole in the drywall
6 to put something through and they didn't finish it or
7 roof damage because -- or like leaking and different
8 things like that.

9 But under -- from what I was told,
10 those were always being addressed. How quickly, I
11 don't know, but we were always going back to repair
12 anything that we -- the crews messed up or we would pay
13 another outside company to do it.

14 MR. KEEN: Did Solar Titan ever send
15 advertisements in the mail or was it all online.

16 THE WITNESS: From what I knew they
17 had ads online, either Facebook, Twitter, YouTube,
18 things like that. They did have a good referral
19 program to where if you were a customer and you
20 referred, you would get a fee that way. And, like,
21 people would put signs in their yard. They did have,
22 like, door hangers that if they wanted to hand them out
23 to people in their community, they could do that as
24 well.

25 But, like, I personally never saw

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1 anyone or any department ever, like, stuffing envelopes
2 to send things out to people, but, again, that wasn't
3 my department.

4 BY MS. DANIELS-HILL:

5 Q. When people canceled, did they ever
6 actually mail in their cancellation notice instead
7 of using email?

8 A. Sometimes. Very rarely, though.

9 MR. KEEN: You mentioned earlier that
10 whenever customers would sign the loan paperwork with
11 the sales rep that the loan paperwork would be emailed
12 to them. What about customers who didn't use email,
13 how would they see the loan paperwork?

14 THE WITNESS: Not my department. I
15 don't know. I was always told that nothing could ever
16 be signed if it wasn't the customer's email. So I
17 don't know if the sales rep created an email for the
18 customer and then had that email -- because in the
19 system -- in their portal, you had to put in an email
20 for the loan docs to be sent to. So if it had "Solar
21 Titan" in the email, then obviously when they called to
22 do the welcome call, they would be, like, is this your
23 email, you know. So it wasn't ever sent to the sales
24 rep's email to sign because it was all digital.

25 So that's something that -- so I don't

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1 know if they said that they didn't have an email, but
2 every -- every contract that Mosaic or Sunlight sent
3 out was sent to the customer's email and they opened it
4 up in Adobe or opened it up in their email on the
5 notepad or on their computer -- not notepad but the
6 iPad and they -- they signed it through Adobe that way.

7 MR. KEEN: Were systems ever turned on
8 that hadn't passed inspection?

9 THE WITNESS: So in Kentucky they --
10 most of the areas in Kentucky could be left on without
11 an inspection, yes. But in Tennessee not to my
12 knowledge, no. But until recently there was a change
13 in -- from my understanding, there was a change in the
14 way that the inspections happened, so there was like a
15 rough and a final inspection.

16 So some inspectors required for the
17 system to be on when they came out to do the final. So
18 I do believe that in those areas with those inspectors,
19 we turned them on and left them in non-export mode. So
20 meaning that nothing ever -- like it capped to where it
21 wouldn't go back onto the grid. So what they were
22 needing to use to produce it in their home was all that
23 was produced from the system and none of the excess
24 went onto the grid until we got the final passed
25 inspection and then we flipped it to where excess could

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1 go onto the grid.

2 But that wasn't in every case. That

3 was just by inspector. Like, I couldn't tell you which
4 inspectors required that, but there was a list of
5 inspectors that I know that required the system to be
6 on for them to do a final inspection even though I was
7 always under the impression that you couldn't be on
8 until you had the final inspection. But they would
9 never pass us until they could see it on, so we left it
10 on at install but had it in the non-export mode.

11 MR. KEEN: What percentage of
12 installations roughly would you say failed, just the
13 first inspection?

14 THE WITNESS: I couldn't give you a
15 number, but it was a lot. Yeah. Again, that wasn't my
16 department, so I wasn't privy to that. I was only ever
17 given the passed inspections to put into the finance
18 portals. So I never really saw the failed inspections
19 really until I was asked to help with structuring and
20 organizing the service department.

21 And then, like, so I created different
22 categories as to the needs of what was in the queue,
23 whether it be failed inspections, whether it be issues
24 with the panels or issues with the inverters and things
25 like that. So that -- or "commissionings." So that

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1 were the four or five different categories that I split
2 up the jobs in the queue to know who to assign them to
3 and how to prioritize them. And failed inspections was
4 a pretty long list.

5 MR. KEEN: Did the engineering plans
6 need to be submitted to the inspector before the
7 inspection could happen?

8 THE WITNESS: That is a good question.
9 The only thing that my departments did with the
10 engineering plans were some of the utility companies
11 required the engineering plans. So whether or not
12 inspectors required them, that would be a question for
13 someone that worked in that department.

14 MR. KEEN: And was the primary
15 designer that Solar Titan used for their engineering
16 plans -- was his name Matt?

17 THE WITNESS: Yes.

18 MR. KEEN: Is it Matt Kirkland?

19 THE WITNESS: Uh-huh.

20 MR. KEEN: Is he any relation --

21 THE WITNESS: Yeah. He's Sarah
22 Kirkland's son. And then there was two other gentlemen
23 that worked part-time, which was another one of Sarah's
24 sons and then one of his friends. So no engineering
25 degree or anything like that.

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1 MR. KEEN: Matt Kirkland doesn't have
2 an engineering degree?

3 THE WITNESS: No.

4 MR. KEEN: He's not a certified
5 electrical engineer or electrician?

6 THE WITNESS: Nope.

7 MR. KEEN: He's not a licensed
8 contractor?

9 THE WITNESS: Not that I know of.

10 BY MS. DANIELS-HILL:

11 Q. How is he creating these plans?

12 A. He has software. I was told they have
13 very expensive software they use for, like, shade
14 reports and different things like that. So there
15 are very, very basic plans. It had the spec sheets
16 for all the equipment that we used. So it had the
17 face sheet with the address, system size, and
18 information of the customer.

19 And then the next one would be just the
20 location of where -- like, it would have an aerial view
21 of the house with the shade report on it to show the
22 production of the system -- the percentage of the
23 production and like the possible placement of where the
24 panels would go to get the optimal production. And
25 then the following pages would just be the spec sheets.

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1 That's it.

2 MR. KEEN: The people that do the
3 installs -- were they required to have any type of
4 certification or did they just require oversight from
5 somebody with certification?

6 THE WITNESS: It was -- so to pull the
7 permits -- sorry -- I'm going to have to flip my phone
8 around because it's about to die.

9 So from my understanding is that the
10 electrician that we pulled our permits through had to
11 be a licensed electrician and that our work was being
12 done under was a licensed electrician, but no one on
13 the crews were actually licensed electricians.

14 MR. KEEN: Was the licensed
15 electrician present for every single electrical hookup?

16 THE WITNESS: Nope. There were some
17 utility companies in Kentucky that required a licensed
18 electrician to be present at every time that we were
19 ever on the property, and those were every single time,
20 but other places, no.

21 MR. KEEN: When Greg Abbott stopped
22 working for Tennessee -- for Solar Titan Tennessee,
23 what did Solar Titan do now that they didn't have a
24 licensed electrician to pull permits?

25 THE WITNESS: Greg Abbott?

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1 MR. KEEN: Yeah.

2 THE WITNESS: I don't remember a Greg

3 Abbott. I remember Abbott. But what was his name?

4 Abbott. Gosh, what was his name? It wasn't Greg
5 unless that was his first name and he went by his
6 middle name at the office.

7 MR. KEEN: But Abbott was the licensed
8 electrician that Solar Titan used to pull permits?

9 THE WITNESS: Yeah. We found a new
10 electrician.

11 MR. KEEN: Do you know who that was?

12 THE WITNESS: They were friends of
13 Dale Roden's. Nick Hobbs maybe was one, and then there
14 was -- so there was two that they kind of went back and
15 forth between using.

16 MR. KEEN: Was there ever a time where
17 Abbott's electrical license was being used to pull
18 permits when he wasn't actually employed by Solar
19 Titan?

20 THE WITNESS: Not to my knowledge, but
21 I don't know. Again, that wasn't my department. I
22 know that he had said, like, we could finish like what
23 we had already pulled while he was with us. Like,
24 obviously we could finish the process. Right? Because
25 those had already been pulled under his name, but new

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1 ones moving forward, I don't believe were ever pulled
2 under his license since he quit, but, obviously, we had
3 to finish the contracts and projects that had already
4 been pulled under his name. And that took some time.

5 MR. KEEN: Were you familiar with the
6 TVA's green program?

7 THE WITNESS: Green Connect, yeah.

8 MR. KEEN: Was Solar Titan a part of
9 that?

10 THE WITNESS: Yes.

11 MR. KEEN: Was there ever a time where
12 TVA said, hey, we're not going to let you do this
13 anymore?

14 THE WITNESS: Yes.

15 MR. KEEN: Can you tell me a little
16 bit about that.

17 THE WITNESS: So they said that Solar
18 Titan didn't comply or meet their standards, and there
19 were a lot of complaints and different things like
20 that. I was in the meeting with the representative. I
21 know Sarah K. and Dale and Craig were in several other
22 meetings without me, but I can -- in this instance, I
23 can kind of defend Solar Titan in that aspect of why we
24 were locked out because there wasn't ever any evidence
25 to say that we -- that they weren't complying and doing

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1 everything that we could to meet all of the
2 requirements, even though they gave us a list of

3 everything we needed to upload into the portal and do
4 to get -- to be on -- to be meeting requirements.

5 And we did that and they still locked
6 Solar Titan out of the Green Connect portal, even
7 though we had several meetings and every time that they
8 pulled something up or stated something that we weren't
9 doing correctly, we had evidence to show that we were
10 doing everything that we were required to do. So Solar
11 Titan being locked out of the Green Connect portal I
12 don't believe was fair.

13 MR. KEEN: Was one of the requirements
14 that Solar Titan, you know, have systems operational
15 within a certain amount of time?

16 THE WITNESS: Yes. So, again, there
17 was a particular person that they were referring to
18 that we weren't getting to be operational when that
19 customer was refusing to let us on their property. So
20 they locked us out of Green Connect because we couldn't
21 get it operational, but then the customer itself
22 wouldn't let us get it operational. So ...

23 MR. KEEN: There was a lot of
24 customers that were going a long time without having a
25 working system.

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1 THE WITNESS: Of course. Of course,
2 yes. Again, like I shared my frustrations and like my
3 opinion on -- as to why they weren't getting across the
4 finish line in a timely manner. Right? But for the
5 situations that merited TVA to step in and say we're
6 going to lock you out of Green Connect, all of those
7 situations that they brought to the table had
8 circumstances that were, one, out of our control or
9 just systematically like we pulled the permit, we
10 failed, we fixed it, we failed it again, and we fixed
11 it, and we failed.

12 Like, we weren't just sitting around
13 not doing anything. It's just it was taking longer
14 because of the process. So it wasn't the fact that we
15 were just sitting around and not getting them turned
16 on. It was either, one, that one particular
17 customer -- I can't remember his name. But I remember
18 having the conversation with TVA about this gentleman.
19 Like, he wasn't letting us back on his property.

20 And then the other ones where we have
21 pulled the permit and requested for inspections and the
22 inspectors in Tennessee haven't come out yet for us to
23 even know if we've passed. Or situations where they
24 failed, we fixed them, they come back out, and they
25 failed us for something completely different, and we

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1 fixed that. It's just this long wheel of things.

2 So can there be processes for Solar

3 Titan to get them on in the time frame that Green
4 Connect required? Absolutely, yes. But for the
5 customers that they initially made the designation to
6 lock Solar Titan out of Green Connect I don't believe
7 was merited because of the evidence that we provided
8 them of Solar Titan going above and beyond -- well, not
9 above and beyond, but going -- doing all the things
10 that they could do with the time frame and the
11 structure of how the system is set up to pull permits
12 and do inspections and things like that.

13 BY MS. DANIELS-HILL:

14 Q. Why was the customer, if you remember,
15 refusing to allow Solar Titan back onto the
16 property?

17 A. Honestly, I couldn't tell you. I know
18 that he was -- he was upset about the placement of
19 the battery, so we moved it. And then he was mad
20 because where we had put the battery before there
21 was damage on the side -- on the siding. Like, he
22 didn't want it there type thing and he wanted it
23 moved. So I guess they thought we installed it here
24 where it should have been, you didn't want it there,
25 so that should be your expense to fix because you

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1 didn't want it there. Like -- and it wasn't -- I
2 don't know. I don't know.

3 So there was a lot of back and forth
4 between where the placement of the battery was supposed
5 to go, and then we actually ended up moving the
6 battery. I couldn't give you all the details. I just
7 know that he was very upset and there, like, was a lot
8 of back and forth between him and Dale, a lot of back
9 and forth. And like he -- I think he even threatened
10 the lives of one of our -- of our crew that went out
11 there. Like, it got very heated and very intense.

12 So, like, there was even mediation between
13 the county board and that customer and us and, like,
14 said, okay, this is what we are required to do and we
15 are willing to do this to make you a happy customer.
16 And he was okay and, like, agreed to those dates and
17 everything, and then would not let us schedule but then
18 would call in and complain to TVA and call in and
19 complain to the Better Business Bureau and call in and
20 complain to all these things that we weren't doing what
21 we said we would do, when, in fact, he wouldn't let us
22 come to the property to do it.

23 Q. What county board did that mediation?

24 A. That would be a question for Dale Roden.
25 I don't know.

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1 Q. So you -- I'm guessing you didn't talk
2 to that customer? You're getting the synopsis from

3 Dale Roden as to what was going wrong?

4 A. Yes, uh-huh.

5 MR. KEEN: When you left Solar Titan,
6 did you send a resignation letter?

7 THE WITNESS: I sent an email to Sarah
8 Kirkland, yes.

9 MR. KEEN: Would you be able to send
10 us a copy of that email?

11 THE WITNESS: No, because it was
12 through my email at Solar Titan, and I don't have
13 access to that email. But it was very quick and to the
14 point that I found a different -- I found a new
15 opportunity that would be a better fit for me. And
16 then -- because I actually wanted to do it in person
17 with Sarah just because of having the relationship that
18 I had with her or friendship, and I couldn't find her
19 in the office that day at all. So every time -- she
20 wasn't in her office and I think she went to lunch that
21 day with Craig, and so I had received an offer from
22 another company, from BlackBerry.

23 So I didn't want to delay my response
24 to them, so I sent the email and then later on spoke
25 with Sarah about the different reasons as to why, but

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1 my email didn't state the reasons.

2 MR. KEEN: It wasn't like Shawna's
3 email where --

4 THE WITNESS: No, no, no, it was not
5 like Shawna's email. But I did have a conversation
6 with Sarah as to some of the reasons as to why I wanted
7 to step away from the company.

8 MR. KEEN: I assume that conversation
9 involved a lot of what we've already talked about
10 today --

11 THE WITNESS: Yes.

12 MR. KEEN: -- about them not taking
13 initiative and all that kind of stuff?

14 THE WITNESS: Uh-huh, yes. It had a
15 lot to do with that. Just not -- like the
16 secretiveness and the separation I felt between the
17 different department and just not -- honestly just not
18 being forthright as I felt like it should be, but a lot
19 of the main reasons were -- was that and then the
20 issues that I had with Dale.

21 I mean, those are anything to do with
22 the investigation, but as a company that would allow
23 another employee to talk to or treat another employee
24 that way and then that employee not even feel they
25 could go to the HR department to even say anything, I

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1 don't want to work for a company like that.

2 MR. KEEN: But it sounds like Dale was

3 more willing to sort of toe the line, so to speak, than
4 you who would voice your opinion and other employees
5 who would voice their opinion and make suggestions. It
6 sounds like Dale was more willing to go along with what
7 Craig was telling you to do; right?

8 THE WITNESS: Uh-huh, yeah.

9 MR. KEEN: So that's probably why -- I
10 mean, I can understand why you would be -- you know,
11 that would not sit well with me either if there is an
12 employee who is able to get away with stuff just
13 because they didn't raise concern.

14 THE WITNESS: Yeah.

15 MR. KEEN: Oh, gosh. There was
16 something that I was going to ask just now.

17 MS. DANIELS-HILL: While you're
18 thinking, Sam, I did have one last question.

19 BY MS. DANIELS-HILL:

20 Q. So we know that Solar Titan works with
21 both Mosaic and Sunlight. Did they ever have
22 another finance partner that they wanted to work
23 with but that finance partner would not work with
24 them?

25 A. So towards the end there were three more

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1 solar finance companies. Green Sky -- oh, Lord. I
2 didn't work with them much just because it was
3 for -- they created a department called inside sales
4 that dealt with cancellations, like trying to save
5 cancels and refusals and also -- but their main
6 thing was, like, when the original sales rep would
7 go out and they were credit declined through Mosaic
8 or Sunlight, they would rerun -- they would contact
9 the customer -- potential customer and see if they
10 wanted to be reran through these other finance
11 companies that had less requirements, like lower
12 credit scores or different things like that where
13 Mosaic had higher, like, income and credit score
14 requirements. So Green Sky, Concert, and --

15 Q. Dividend?

16 A. Dividend, yes, yes, yeah. So those
17 three they used, but I don't think there was ever
18 one that -- there were others that we were pursuing,
19 and then because of different things they decided
20 not to want to work with that loan company. But I
21 don't -- unless -- I'm just not aware that there was
22 others that decided not to want to work with us --
23 or Solar Titan, not us.

24 Q. Did Solar Titan have other individuals
25 or other businesses that have tried to invest or

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1 Solar Titan has wanted them to invest in the
2 business?

3 A. I do remember that there was a week that
4 these people came out, and they were -- we had to,
5 like, make sure all of the whole place was clean and
6 organized and like there were -- they put screens
7 throughout the building that had, like, pictures of
8 the installs and stuff rotating through, all of the
9 bulletin boards were decorated with some sort of
10 thing, and we just had to look busy anytime that
11 they walked through -- right? -- to seem like we
12 were productive. I don't know.

13 But, like, we couldn't be idly chatting or
14 hanging out or whatever while they were there just
15 because -- and this was another stupid thing -- we had
16 to wear proper work attire -- wear, like, business
17 casual while those people were there. And, like, HR
18 would send out an email to everyone and say please wear
19 appropriate work attire tomorrow and Friday because we
20 are having guests, and it's like or we should just
21 enforce a dress code, but whatever. Okay.

22 But, anyway, so I do remember there was a
23 group of people that came and I believe they were
24 potential investors. I don't know their names. I
25 don't know where they were from. I just know that they

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1 were there. So --

2 Q. So you wouldn't know why they -- or if
3 they actually became investors or if they didn't,
4 why they wouldn't?

5 A. Right. I don't think they did because I
6 think if other investors -- like if -- from all of
7 the effort that they put into that week, if they
8 actually decided to be investors, that you would
9 have -- I would have seen them -- there would have
10 been a presence in the office moving forward, and
11 there wasn't. So I'm assuming that they denied it,
12 but who they were, I don't know.

13 MR. KEEN: It seems like there were a
14 lot of red flags going on at one time. Right? Like
15 you talked about the company wanting to be very
16 secretive or not wanting to implement policies and
17 procedures that seem obvious to you and me would be
18 beneficial to the company and its customers. You know,
19 Craig purchasing over a million dollar home with cash,
20 Craig having employees come in at 7:00 A.M. to process
21 loans, you know, immediately. Employees coming in on
22 the weekend to do the same to get that cash from the
23 lenders as soon as possible.

24 All these things seem like red flags
25 to me. Were employees -- were you-all like, hey,

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1 there's something -- what's going on here? Was there
2 ever any talk about that?

3 THE WITNESS: So in regards to his
4 house, like, that's gossip. You own a business, you
5 can buy whatever you want. So you're buying a million
6 dollar house, that's not my business. So the fact that
7 he could pay for a million dollar house with cash,
8 that's like -- (vocal utterance) -- but then again, I
9 don't know how much you make. You're the owner.
10 Right? I don't know what other business interests you
11 have. Like, it's not my business to tell you what you
12 can and can't buy. So that, to me, wasn't a red flag.
13 It was just kind of like, man, I wish I could buy a
14 million dollar house but not a red flag. Right?

15 Other than like when they were getting
16 so upset at all the clawbacks, it made me think, well,
17 what are you -- how are you handling the money when
18 that started happening, and then I was thinking, okay,
19 you're buying million dollar houses and you have five
20 Teslas, I can see why you're mad about cash flow
21 because you ain't got no cash flow. Right? So it's
22 like how are they handling their finances?

23 But then it's like we have an
24 accounting team that had five or six people in it. So
25 it's like I doubt that it was poorly managed, you know.

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1 So -- but, then again, like, I don't know if they
2 had -- I don't know how they handled the finances, so I
3 don't want to give my opinion.

4 But when the customer -- like when
5 customers would call in and complain or, like, the bad
6 reviews and clawbacks -- especially with my finance
7 team when they saw the clawbacks and stuff, they saw
8 the frustration. They saw how unorganized and things
9 that the other departments were, and it was frustrating
10 to them when they felt that they had a high expectation
11 to get everything processed and get everything done
12 fast. And then, like, if they didn't meet their 40
13 minimum -- no one got in trouble, but they weren't
14 happy and you could feel it. You know what I mean?

15 So, like, they felt that pressure of
16 having to meet their minimum, but then they saw other
17 departments that, you know, where I said -- like, you
18 can see the dashboard. You can see every single
19 department and how many is in each department. And
20 then when our department has 30 in the queue and every
21 single one of them has a note as to what is holding
22 them up and what is the reason as to why they haven't
23 been finished processing -- right? -- and then they see
24 300 in this other department and no notes, no
25 explanation as to why they have been there and how long

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1 they've been sitting there or anything like that, and
2 then they don't see the -- I guess micromanagement of

3 Craig in those departments and they wonder why. Why
4 does it matter?

5 Like, why is he over here like this
6 saying it's 9:00, why haven't the sales from yesterday
7 been put in yet? Or none of the installs were uploaded
8 yesterday night, and it was Sunday night, so, like, why
9 wasn't Sam doing her job? I'm like it's Sunday night.
10 That's why she didn't do it. It's like we can put it
11 in this morning; it will be fine.

12 And then other departments have their
13 queues the way that they are and then he's not over
14 there micromanaging that. And then we get to -- people
15 aren't stupid. Oh, it's because our two departments
16 affect the money and those departments don't, so he
17 doesn't care. Then it's just like why? Why does it
18 matter so much?

19 And I get -- and I guess I just
20 chalked it up to wanting -- I don't know. Like my
21 innocent little mind I guess was just we have over 300
22 employees, so we have to make sure the payroll is being
23 met. We have to make sure that we're able to pay the
24 rent for this building and the other buildings that we
25 have. We have to make sure that all the X, Y, Z of

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1 expenses.

2 I always try to give people the
3 benefit of the doubt. Like, I never went to, you know,
4 he's embezzling money or taking money from the company,
5 you know, or things like that, just because I don't
6 want to ever think someone would be -- to do that, you
7 know. So I just saw it as there's a lot of expenses
8 that come into running this business, and that's why
9 it's so -- it has to be like that.

10 MR. KEEN: I'm assuming then since you
11 gave Craig the benefit of the doubt, you didn't know
12 that he was a convicted felon for federal wire fraud?

13 THE WITNESS: No, nope, didn't know
14 that.

15 MR. KEEN: So there was never any
16 office gossip about that?

17 THE WITNESS: There was one time that
18 someone told me that they heard from someone else
19 because -- there is one person in the company that is
20 just like little gossip queen, but there was one time
21 that Russell Williams told me that he never got a good
22 feeling from Craig and that that person shared with him
23 that nothing was in Craig's name, that it was all in
24 Michael's name because Craig had got into trouble in
25 the past, but what that trouble was I don't know.

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1 And like I -- if you notice through
2 all of my testimony, like, I never -- like, I
3 intentionally made -- I intentionally went around Craig
4 a lot just because I didn't -- like, I didn't have a
5 good vibe with him, and he could come across pretty
6 harsh sometimes. And I just -- conflict isn't my
7 thing. So, like, I always try to make a point if I had
8 a disagreement or if I had an issue that I wanted to
9 bring up, I always went to Sarah K. because I felt like
10 she was more understanding and she could see where I
11 was coming from and she could see the benefits of what
12 I was presenting more so than Craig.

13 Like, anytime that I had an issue --
14 like, he -- he made the comment that when I first
15 started I was soft and then like -- his favorite word
16 is "buyers are liars." That's his favorite slogan,
17 "buyers are liars." And so, like, anytime that I would
18 say -- like, when I first started, oh, this customer
19 called in and said they were just diagnosed with cancer
20 and they want to cancel. And he was, like, no, because
21 you're going to have an electric bill whether or not
22 you have cancer. And, like, you know, you're still
23 going to have an electric bill and you're still going
24 to have this bill and you're still going to have that
25 bill and, like, you're going to not stop paying your

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1 electric bill. You're going to not stop paying your
2 water bill. So, like, you bought something. They
3 signed a legal contract. So, like -- and you don't
4 even know if that's true. Buyers are liars. You don't
5 know if they have cancer or if that's just a story they
6 want to tell you to let you -- let -- play on your
7 heart strings and you let them out of the contract. I
8 heard that so many times.

9 So, like -- but, then again, there
10 were different situations that were crazy when we -- I
11 know you-all are doing this for, like, the customers or
12 whatever, but, like, there are some -- I know you-all
13 have dealt with it too. There were some customers that
14 have some pretty wild and extreme issues and things
15 that went on that, you know, over time you kind of did
16 get a little hardened to the so-called excuses as to
17 why they're not wanting to move forward.

18 So, like, you have to try to balance
19 the, you know, bleeding hearts of the world and not
20 getting too hardened. Right? I remember there was one
21 customer that would not sign the interconnection
22 agreement that we sent that was required by the utility
23 company. And we would call them and call them, and
24 finally we got a text message and the customer said I
25 can't sign -- I can't sign my paper because my hands

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1 don't work. My hands are broke. My hands don't work.
2 And we were like what?

3 So we explained to them they're
4 outside of their three days to cancel and we need to
5 move forward and explained to them again why they
6 wanted to get solar and all of this. And the text
7 messages -- like, they would never answer the phone.
8 They would only do text messages. But it's like if
9 your hands don't work, how are you texting. Right?

10 So finally, like, I spoke with Sarah
11 and I was, like, I don't know what's going on. They
12 are refusing to sign. Like, we can't move forward.
13 There's no possible way to move forward with this deal.
14 So she told me to go ahead and cancel it. Right?

15 So there were some extreme
16 circumstances where Sarah agreed to let someone out of
17 their contract for whatever reason it might have been.
18 There were several reasons that happened outside of the
19 three days, and we notified the finance company that
20 day that we were canceling. Right?

21 So fast forward a few months later, we
22 get a phone call from that customer and he was mad that
23 we hadn't ever installed his system. And we were like
24 we were in contact with you via text message that you
25 weren't wanting to move forward and that you -- your

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1 hands were broken and you couldn't sign it anyway even
2 if you wanted to. And he said that his girlfriend or
3 fiancée at the time -- he was sick in the hospital for
4 like three weeks with COVID, and during that time his
5 girlfriend, fiancée, whoever she was, was impersonating
6 him and took all the money out of his bank accounts,
7 like maxed out all of his credit cards and all the
8 things while he was in the hospital with COVID. And
9 she was the one actually writing us saying that she
10 didn't want the system and all the things, that his
11 hands were broken and all of that. So turns out he
12 still wanted it and it moved forward. And he's happy.

13 His system -- we expedited his
14 process. We got his permits pulled and everything and
15 got him installed, and we actually sent a full crew out
16 to fully install his system and get it operational
17 rather quickly due to the circumstances. So we had to
18 get the new loan and all of that stuff.

19 So we do -- I mean, there are some
20 crazy stories. I can tell you about the different
21 customers and different issues and problems and stuff
22 we've dealt with. But that was kind of a tangent, but
23 it -- I kind of went back to with Craig how he was just
24 very, like, black and white. It was like he didn't see
25 any excuse as a reliable excuse as to why we couldn't

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1 move forward. His -- every single time it was buyers
2 are liars and we're moving forward with this contract.

3 Like, rarely ever, if at all, he ever wanted to cancel
4 a contract.

5 It was more Sarah that would look a
6 little deeper into what was going on and weigh out the
7 pros and cons and make that decision to either hold to
8 the policy of you're outside of your three days or
9 actually canceling. But I did try to avoid him as much
10 as I could, and I dealt mostly with Sarah.

11 MR. KEEN: All the issues -- were
12 they -- like, did each customer have an electronic file
13 in the database?

14 THE WITNESS: Yes.

15 MR. KEEN: So all these phone calls --
16 like, they would have notes of all these phone calls,
17 and that's how you would be able to see what happened
18 in the past?

19 THE WITNESS: They should. It was
20 stressed that every phone call was logged into the
21 system, because everyone had a file -- a digital file
22 in Sales Force. So every phone call, every text
23 message, every email should have been noted in their
24 file. But other departments didn't do their job.

25 So -- and that was another thing that

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1 they didn't like me for, because if I'm dealing with a
2 customer that's mad and they said they spoke to someone
3 three days ago and were told that they were supposed to
4 get a call back but then the person that they claimed
5 spoke to them three days ago didn't log their call, I
6 didn't know if it happened or not. Then if they were
7 going to say that I was supposed to reach out to them
8 or someone in my department or whoever was supposed to
9 reach out to them in three days, if they didn't send a
10 task for that person to do it, it wasn't ever going to
11 get done.

12 So, yes, it was required that every
13 phone call, email, and text message was recorded in
14 Sales Force under their file. Did it happen all the
15 time? No.

16 MR. KEEN: And all their documents
17 were also in Sales Force under their file; right?

18 THE WITNESS: Yes.

19 MR. KEEN: Did that include the
20 install agreement and the lending agreement?

21 THE WITNESS: We did not have access
22 to the lending agreement, no. That was between them
23 and their email address, and it was -- it was in the
24 portal as signed and uploaded, but we didn't -- we
25 couldn't click on the file to look at it. But in -- so

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1 the actual document that they signed we couldn't see,
2 but we could see how much they -- how much they lended
3 them -- how much the monthly payment would be and then
4 how much the -- when the payments would start. That's
5 what we could see, but we couldn't actually see the
6 loan agreement, no.

7 MR. KEEN: Did Solar Titan use Sales
8 Force the entire time that you were there?

9 THE WITNESS: No. When I first
10 started -- so when I first started, everything was
11 paper files and something that's called -- it was
12 called Market Sharp. So basically the only thing that
13 Market Sharp could do was show what's been paid -- like
14 if it was paid in full and then the documents were
15 uploaded. And so like the documents from the sales
16 reps were uploaded, and then when we got the passed
17 inspection, we uploaded it into Market Sharp.

18 There was no way that they were
19 tracking the progress of the files when I first
20 started, and after a few weeks of me being there, I was
21 like how are we because -- customers would call in and
22 say where am I at in the process, and I would have to
23 ask Lakea or Russell what was going on because they had
24 the files. If I had the files still in finance or back
25 to me in scheduling, I knew where they were. Right?

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1 But then I had to ask them. I knew that they had the
2 files, but I didn't know if they were working with the
3 utility company, if they were working with permitting,
4 if they were doing this, that, or the other.

5 So I created the spreadsheet --
6 because I had the very first -- because I was finance,
7 so I had the very first contact with the customer. So
8 I created a spreadsheet that had the customer's name,
9 the size of the system, and what state they were in,
10 and the date of purchase. And then I had, like, the
11 different processes and -- from purchase to install and
12 turned on, down that line, and then every time it got
13 to that point, I put an X in the field. And when it
14 was completely funded, I turned that whole line green.
15 Right?

16 To where any time that Craig would come in
17 or Sarah would come in and they would be asking
18 questions, like I could pull that report for that whole
19 month. And I did it month by month. And when we first
20 started getting those clawbacks, they would come in and
21 be furious at me or he would ask to why I didn't put
22 the -- what I needed to put in finance. And I would
23 explain to them that it's at this point and I don't
24 have it to put in. So go talk to Ernie or go talk to
25 this person over here because I don't have any control

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1 over that.

2 So -- and then they would always come to me

3 about where things were. Right? And then I probably
4 five or six months of doing that -- I can't remember
5 how long, and then they finally switched over to Sales
6 Force and then with the different chevrons you can
7 see -- you can run a report to show who all is in each
8 category and what they're doing -- where they're at in
9 each process.

10 So they've come a long way, most
11 definitely, to be able to track completion -- like, the
12 process of where each customer is at?

13 MR. KEEN: Do you remember exactly
14 when they got Sales Force?

15 THE WITNESS: I know that -- I know
16 that they started the process of Sales Force -- it was
17 a very long on-boarding process with Sales Force
18 because they had to do -- Sales Force is customizable
19 to each company. So I know that they did, like, all
20 the back work for accounting and I know they worked on
21 sales for the longest time and, like, their process in
22 Sales Force and their tracking of, like, leads and
23 appointments and booked appointments and, like, actual
24 sat appointments, and the different dispositions of
25 those appointments.

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1 And then, like, operations was later,
2 and, like, they're currently still tweaking and
3 improving and doing things now with Sales Force. So I
4 know that Sales Force was talked about when Ernie was
5 still there when we were in the very first building,
6 but it wasn't like they were in communication and
7 negotiating of price. And then it came to be when we
8 had moved to the second building, but it wasn't really
9 utilized that much until we moved to the building on
10 North Peters, which was probably November or December
11 of 2020, I believe. I don't -- all the years kind
12 of --

13 MR. KEEN: Late 2020 is when they
14 started really using Sales Force full-time.

15 THE WITNESS: So it's 2022 now, and I
16 promoted 2021. It might have been 2021 then, not 2020,
17 because I started -- because they opened the business
18 in November of 2019 and then I started September of
19 2020 and then I was promoted in December of 2021. So
20 it was late 2021 when Sales Force came along.

21 MR. KEEN: But before that it was
22 Market Sharp?

23 THE WITNESS: Yes.

24 MR. KEEN: These spreadsheets that you
25 created, I assume you don't have access to those

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1 anymore?

2 THE WITNESS: No. They're all on my
3 computer if they haven't wiped them out.

4 MR. KEEN: On your work computer?

5 THE WITNESS: Yeah.

6 MR. KEEN: But did you email them to
7 Craig and Sarah or anyone else?

8 THE WITNESS: They were more for my --
9 because it drove me crazy that no one had any way to
10 track. They were more for my benefit. I did share
11 them with Sarah and Craig. I don't know if they ever
12 looked at them other than when they came to my office
13 and were upset because something wasn't done, and I
14 would pull them up to show them where it was at and
15 explain as to why it hadn't been -- hadn't reached a
16 milestone that it needed to.

17 MR. KEEN: When you say "share," you
18 mean you would email them --

19 THE WITNESS: Share -- like I actually
20 shared the file with them. Like on the file there's a
21 "share" button in the top corner, and I added them to
22 it where they could see it updated live.

23 MR. KEEN: Gotcha.

24 MS. DANIELS-HILL: Is that all your
25 questions, Sam?

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1 MR. KEEN: Yes, that's all I have.

2 BY MS. DANIELS-HILL:

3 Q. I don't think I have any other
4 questions. I just wanted to give you the chance to
5 tell us anything that you thought we should know, if
6 there's anything we haven't talked about yet that
7 you wanted to share.

8 A. No, not that -- not that I can recall.
9 I don't know if something will pop into my head
10 after our conversation today, but I did want to ask
11 like -- I've never been a part of an investigation
12 like this before. So obviously I know that you've
13 talked to several people. I would like for -- I
14 mean obviously if I have to testify again, I'm
15 willing to do that, but, like, my testimony I would
16 like it to be anonymous until it doesn't -- until it
17 can't be in the future, if that makes sense.

18 Just because there's -- I mean, it's --
19 everyone is still kind of tied to everyone, and I just
20 don't want there to be drama in my personal life
21 because of reaching out, you know, and actually sharing
22 about issues that I faced. But also, like, I don't
23 know, say, for example, you find fraudulent behavior or
24 misconduct -- I mean, obviously, I've shared things
25 that show red flags to both of you.

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1 Like, I'm not really sure what the next
2 processes would be. Would it be fining the company?

3 Would it be shutting down the company? Like, I'm not
4 really sure what authority I guess that the Tennessee
5 Bureau of Investigation has.

6 Q. So we are --

7 A. -- or attorney general's office.

8 Q. I was going to say we're with the
9 Tennessee Attorney General's office in the Consumer
10 Protection Division. We're using this specific tool
11 under the Consumer Protection Statute which is what
12 the request for information came from. All the
13 information that we gather pursuant to that is
14 confidential.

15 However, if we end up filing an enforcement
16 action against the company and there's a lot of
17 different things that we can ask the Court to do if we
18 were to do that, that is when most of this information
19 would become public, because we would have to plead
20 what the company was doing wrong.

21 A. All right.

22 Q. And so if we need to essentially support
23 the information in our pleadings, that's when we
24 would actually have to call people as a witness in
25 court. Some -- depending on the situation, not

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1 everything will actually go into trial. But if
2 we -- for example, if we only got information from
3 one of our witnesses during our investigation, it's
4 going to be almost impossible for us to avoid then
5 disclosing that witness because we know that we
6 would have to use the testimony they gave us at
7 trial. And so that's kind of where we would have to
8 disclose certain information about our
9 investigation.

10 A. Yeah, uh-huh.

11 MR. KEEN: But we're not at that point
12 yet.

13 THE WITNESS: Which I'm perfectly fine
14 with. I just don't want -- because, like, I already
15 have been contacted by other people that you've spoken
16 with that knew that you-all had talked to me and, like,
17 that I was still thinking and they knew that I was
18 still thinking.

19 So it makes me feel like that
20 information was shared with other witnesses that you
21 reached out to me and that I was still thinking whether
22 or not I wanted to testify. So, like, if it is
23 anonymous, then, like, no one should know I've had this
24 conversation with you, you know. But I have a feeling
25 that someone was going to call me and say, hey, I heard

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1 you talked to the -- you know, the Tennessee whichever
2 office you're with -- Attorney Generals' office on

3 Saturday. Because they knew before I agreed that I had
4 spoken and that I hadn't decided whether I wanted to or
5 not.

6 MR. KEEN: It's anonymous and it's
7 confidential only to -- our interaction is confidential
8 only to the extent we want it to be. That privilege
9 only extends to us. So if we talk to a witness and
10 that witness says, "Hey, you need to talk to Sarah
11 Dorismar," and I tell that witness, "Well, I did try to
12 talk to Sarah Dorismar and she's not calling me back.
13 Maybe you can help me convince Sarah Dorismar to talk
14 to me." Then that's a perfectly legitimate
15 conversation to have with another witness.

16 THE WITNESS: Yeah, okay.

17 BY MS. DANIELS-HILL:

18 Q. I would also just say that we typically
19 do not want to disclose information in our
20 investigation. The only time we're doing it is for
21 the purposes of determining whether there's been a
22 violation of the statute by the company. And so
23 it's not just that it's like a privilege that only
24 we get to hold. It's more that to the extent that
25 we share information, it is for the purpose of

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1 furthering our investigation.

2 MR. KEEN: It's for a good reason,
3 right.

4 THE WITNESS: Oh, yeah, yeah.

5 MR. KEEN: In our discretion. That's
6 what it is.

7 THE WITNESS: I get it. It's just I
8 know when I talked to you on the phone that I asked you
9 who gave you my name because you told me that someone
10 mentioned me and that I had left the company. And I
11 asked you who, and you said you weren't sure if she
12 would like me to know that. Well, I'm -- me and one
13 other person are the only two females that recently
14 left the company that you could have talked to. So
15 like just -- and interviewing or reaching out to people
16 to interview, like, if you would have said "she," it
17 would just been me or Shawna, to be blunt or honest.
18 It's just me or Shawna that left the company at the
19 same time pretty much.

20 So if that -- because everybody talks,
21 and, if you haven't noticed, there's a lot of gossip
22 that happens, that I just don't want any repercussions
23 currently until I need to, like, because I could get
24 phone calls from anybody at the company saying I know
25 that you talked to them and this is what I was told

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1 that you said and why did you do this. You know, I --
2 you know, I just don't want --

3 MR. KEEN: If anyone asks you why you
4 talked to us, you say it's because I legally had to,
5 and if I didn't, I would get in trouble. And that's
6 the correct answer. Right. Whenever we -- it says
7 request for information, but it's not really a request.
8 I think that is just kind of what it says.

9 So -- and, you know, also we know that
10 everyone talks. And, you know, to the extent we say
11 something where we indicate that we know that everyone
12 talks, it's probably for a reason, but, again, it's
13 neither here nor there. Right. Like --

14 THE WITNESS: Right.

15 MR. KEEN: -- the point is we issued
16 you a request for information. You had to talk to us.
17 You had to tell us the truth under oath, and you did
18 that. And so no one -- no one can blame you for that,
19 you know, but it does sort of -- it makes me wonder --
20 so like when is the last time -- it sounds like you
21 still talk to Sarah Kirkland a lot then; right? So
22 when is the last time you talked to her?

23 THE WITNESS: No. So the last time
24 was when she reached out to me -- well, she did reach
25 out to me because she heard through the grapevine that

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1 Shawna reached out to me after she quit. And she asked
2 me what Shawna talked to me about. And I just shared
3 with her that she asked to go to lunch and that she
4 vented her frustrations and reasons as to why she left
5 the company, and that she -- you know, she was like we
6 didn't really get a chance to really get to know each
7 other because of how separated they wanted the
8 departments to be, but she would like to go to lunch
9 with me sometime. And so that's what I told Sarah K.
10 she said.

11 It was just kind of weird to me that
12 she even thought that it was okay to even reach out to
13 me to ask me why someone -- that neither one of us were
14 at the company at that time that she reached out to
15 even ask me or to confront or ask that she heard that
16 Shawna reached out to me and what the conversation was
17 about. But -- and, then again, she reached out when
18 she had brought up the point that she didn't know that
19 the 90 list was cancels. She thought they were
20 refusals, and I told her that she did know they were
21 cancels. That's the last time I spoke to her. To my
22 knowledge, that was the last time.

23 But I do speak to people that still
24 work there because, you know, I worked there for almost
25 two years. I speak to Sam quite often, but not usually

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1 about work, other than just she had a rough day at work
2 or a good day at work. But just mostly just friend
3 things.

4 MR. KEEN: What about Lakea? Do you
5 talk to her still?

6 THE WITNESS: Not really, no.

7 MR. KEEN: Have you heard anything
8 about there being a lot of lawsuits filed against Solar
9 Titan?

10 THE WITNESS: Uh-huh. (Witness moves
11 head up and down.) I have heard that.

12 MR. KEEN: What have you heard about
13 that?

14 THE WITNESS: What have I heard?

15 MR. KEEN: Yeah.

16 THE WITNESS: Well, obviously, this
17 investigation I've heard. You know, you've reached out
18 to me about that. I do know that -- I believe -- I
19 don't know -- I've heard that there is an investigation
20 happening in Kentucky as well, the attorney general in
21 Kentucky. I don't know if it's true or not, but I
22 heard that. And then just customers filing lawsuits,
23 but that happened all the time.

24 But, like, specifics about which ones
25 and things like that, that wasn't ever shared to me,

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1 unless it was just, like, gossip and things that wasn't
2 validated that I don't really need to be making a
3 comment on because I don't know if it's true.

4 MS. DANIELS-HILL: Did you have any
5 other questions?

6 MR. KEEN: No.

7 BY MS. DANIELS-HILL:

8 Q. I think those are the only questions
9 that we have. I did want to take the time to thank
10 you for taking so much time on a Saturday to talk to
11 us.

12 A. Uh-huh.

13 Q. And sorry that we had to do it on a
14 Saturday. We were trying to avoid any work schedule
15 conflicts --

16 A. No, no, no, no problem.

17 Q. -- and did not want to schedule it in
18 the evening. I still realize this is Saturday. So
19 we appreciate you talking to us.

20 A. Uh-huh.

21 MS. DANIELS-HILL: I guess those are
22 the only things I wanted to say. I did want to say --
23 or explain some more off the record. So, Sam, do you
24 mind ending the recording here.

25 (End of video recording.)

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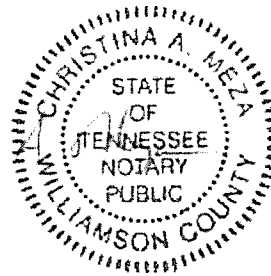
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I, Christina A. Meza, hereby certify that I have transcribed the foregoing video recording of proceedings to the best of my ability.

I FURTHER CERTIFY that I am not related to any of the persons involved in this matter and have no interest, financial or otherwise, in the outcome or events of this proceeding.

IN WITNESS WHEREOF, I have hereunto affixed my signature on t
2022.

Christina



CHRISTINA A. MEZA

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